

**FIRST AMENDMENT AND SUPPLEMENT
TO
SETTLEMENT AGREEMENT
BETWEEN
THE WASHINGTON STATE DEPARTMENT OF FINANCIAL INSTITUTIONS
AND
COLUMBIA COMMUNITY CREDIT UNION
ORIGINALLY DATED FEBRUARY 5, 2004**

FIRST AMENDMENT AND SUPPLEMENT (hereinafter, "First Amendment") to Settlement Agreement dated February 5, 2004 (hereinafter, "Settlement Agreement"), by and between THE WASHINGTON STATE DEPARTMENT OF FINANCIAL INSTITUTIONS (hereinafter "DFI") and COLUMBIA COMMUNITY CREDIT UNION (hereinafter "Columbia").

DFI and Columbia by way of this First Amendment, agree, covenant, represent and warrant unto each other, as follows:

1. Section 2.1 is modified to provide that the date of the 2004 Annual Meeting shall be September 15, 2004, at 7 p.m. or such other date as may be mutually agreed upon between DFI and Columbia.

2. Section 2.2 is modified, as follows:

2.2 Petitions or requests for nominations to the four director positions and the three Supervisory Committee Member positions, subject to election at the 2004 Annual Meeting, will be received and processed in accordance with the Bylaws; provided however, that, for purpose of the 2004 Annual Meeting only, Columbia hereby waives (and the Columbia Board of Directors shall immediately ratify the waiver of) the nomination by petition requirements set forth in Article IV, Section 2 of the Bylaws, as long as the prospective nominee making the request for inclusion (a) as a nominee for director otherwise meets all of the eligibility requirements for serving as a director as set forth in Article V, Section 3 of the Bylaws or (b) as a nominee for Supervisory Committee otherwise meets all of the eligibility requirements for serving as a Supervisory Committee Member as set forth in Article VI, Section 3 of the Bylaws.

3. Section 2.3.1 is modified to further provide that Integrity Voting Systems is approved by DFI as an independent vote tabulator.

4. Section 2.3.2 is modified to further provide that attorney Ken Stephens is approved by DFI as an independent parliamentarian.

5. Section 2.4.1 is modified, as follows:

2.4.1 If there is a contest for filling any director or Supervisory Committee Member position, then each contestant will be provided an opportunity equivalent to that provided the incumbent to present a biographical statement (hereinafter, "Biographical Statement") to appear in the voter's pamphlet.

6. Section 2.4.5 is modified, as follows:

2.4.5 Except for Campaign Materials as defined in subparagraph 2.4.6 below, all written materials distributed directly to persons eligible to vote (hereinafter, "Eligible Voters"), prior to the 2004 Annual Meeting and which concern such meeting, shall be limited to the Notice of Meeting, the Biographical Statements, the Supporting Statements and the Ballot, (listing the director contestants in alphabetical order and in a separate listing, the Supervisory Committee contestants in alphabetical order), and said written materials shall be mailed to Eligible Voters no later than August 26, 2004, and

7. Section 2.4.6 is modified, as follows:

2.4.6 Campaign materials other than the documents identified in subparagraph 2.4.5 (hereinafter, "Campaign Materials") may be submitted by each contestant as long as the Campaign Materials are received by Columbia no later than August 2, 2004. Columbia shall mail to the Eligible Voters any and all Campaign Materials no later than August 26, 2004 as part of the voter's pamphlet. Each contestant is limited to one submission of Campaign Materials that shall not exceed one (1) page in length (8 ½ x 11 size paper) and is delivered to Columbia in accordance with specifications to be established by Columbia that shall be reasonable. To summarize, Columbia will mail to Eligible Voters a voter's pamphlet including each Candidate's Biographical Statement, a Supporting Statement (not to exceed 500 words) and Campaign Materials (not to exceed one 8 ½" x 11" page in length), prepared in accordance with specifications to be established by Columbia that shall be reasonable.

8. Section 2.4.7 is added, as follows:

2.4.7 The instructions that accompany the ballot will inform Eligible Voters (a) that the four candidates for director positions receiving the greatest number of votes cast will be elected to the four open positions, with the three leading vote getters filling the three 3-year term positions and the fourth leading vote getter filling the single 1-year term position; and (b) that the three candidates for the Supervisory Committee Member positions receiving the greatest number of votes cast will be elected to the three open positions, with the two leading vote getters filling the two 3-year term positions and the third leading vote getter filling the single 2-year term position.

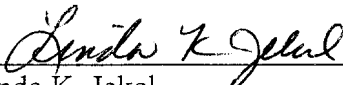
9. Section 2.6 is added, as follows:

2.6 Except as set forth above in this First Amendment, all other terms and conditions of the Settlement Agreement, dated as of February 5, 2004, as amended by the Agreement dated February 23, 2004, and the Memorandum Agreement dated February 24, 2004, shall remain in full force and effect. (The original Settlement Agreement, and the above referenced previous amendments, are attached hereto for reference purposes.)

10. This First Amendment may be executed in counterparts, and becomes effective and binding on the date of the last signature.

WASHINGTON STATE DEPARTMENT OF
FINANCIAL INSTITUTIONS

COLUMBIA COMMUNITY CREDIT
UNION

By: 
Linda K. Jekel
Director of Credit Unions

Date: 7/12/04

By: 
Karen Martel
Chair, Board of Directors

Date: 7/7/04

Feb. 5. 2004 5:34PM

No. 0767 P. 2



STATE OF WASHINGTON

DEPARTMENT OF FINANCIAL INSTITUTIONS
DIVISION OF CREDIT UNIONS

SETTLEMENT AGREEMENT

THIS AGREEMENT (hereinafter, "Agreement") is entered into as of February 5, 2004, by and between THE WASHINGTON STATE DEPARTMENT OF FINANCIAL INSTITUTIONS (hereinafter, "DFI") and COLUMBIA COMMUNITY CREDIT UNION, a Washington state credit union regulated by the DFI's Division of Credit Unions pursuant to RCW Chapter 31.12 (hereinafter, "Columbia").

WHEREAS, DFI, by and through the Division of Credit Unions (hereinafter, "Division of Credit Unions"), and Columbia have entered into this Agreement based upon the following general background and understanding:

1. This matter has come before the Division of Credit Unions, pursuant to a petition for a Special Membership Meeting (hereinafter, "Petition") received by Columbia on January 14, 2004. The Petition was brought by approximately 3,593 putative members of Columbia (hereinafter, "Petitioners"), whose position has also been advanced by SAVE COLUMBIA CU COMMITTEE, a Washington non-profit corporation (hereinafter, "Committee").

2. After receiving the Petition on January 14, 2004, which, in part, called for a special meeting to remove all nine (9) directors of Columbia and appoint in their place interim directors to the Board of Directors, the existing Board of Directors of Columbia disavowed the

Feb. 5. 2004 5:34PM

No. 0767 P. 3

legitimacy of the Petition.

3. In response to a request for opinion by a representative of both Petitioners and the Committee, the DFI, by and through Linda Jekel, Director of the Division of Credit Unions, issued DCU Opinion Letter 04-01, dated January 22, 2004, concluding that the Petition was valid and that the Special Meeting called for by the Petition had to be held no later than February 13, 2004.

4. Thereafter, DFI encouraged discussions between counsel for Columbia, on the one hand, and Petitioners and Committee, on the other hand.

5. Notwithstanding this Agreement, DFI maintains its position that the Petition is valid.

6. DFI and Columbia concede that this Agreement is not binding upon the Petitioners or the Committee.

7. However, it is acknowledged and understood by Columbia that this Agreement is being entered into in lieu of administrative action by the DFI to enforce the terms of the Petition.

8. Accordingly, in order to promote the interests of the entire Membership of Columbia, the DFI has determined, and Columbia has consented and agreed, that it is in the best interest of Columbia's corporate governance and immediate future to enter into this Agreement, without prejudicing the rights and remedies of the Petitioners, the Committee or any of the other approximately 60,000 members of Columbia.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1.0 DFI agrees as follows:

1.1 DFI will not pursue any enforcement action with respect to the Petition in exchange for Columbia's consent and agreement to the terms and conditions of this Agreement.

Feb. 5. 2004 5:35PM

No. 0767 P. 4

1.2 DFI will issue an official press release with respect to this Agreement within twenty-four (24) hours of the full signature hereof. Columbia shall refrain from any press releases or public announcements concerning this Agreement or its contents until after DFI's press release has been issued; provided, however, that DFI shall furnish Columbia with immediate notice of release upon its occurrence.

1.3 DFI will approve or disapprove of the definition to be supplied by Columbia of who is a Columbia "member" entitled to vote in connection with the 2004 Annual Meeting (hereinafter, "Annual Meeting"). The approval or disapproval by DFI will occur in a time and manner to allow Columbia to conduct its Annual Meeting on the schedule set forth below. It is anticipated that concurrence on the definition of a "member" will be needed on or before February 27, 2004.

2.0 Columbia consents and agrees as follows:

2.1 The Annual Meeting scheduled for March 16, 2004, will be rescheduled to April 27, 2004, at 7 p.m. It will occur at a suitable facility, to be determined by Columbia, which shall be nonetheless convenient, reasonably accessible and adequate in size and accommodation for all members present.

2.2 Petitions or requests for nominations to the four director positions, subject to election at the 2004 Annual Meeting, will be received and processed in accordance with the Bylaws; provided, however, that, for purpose of the 2004 Annual Meeting only, Columbia hereby waives (and the Columbia Board of Directors shall immediately ratify the waiver of) the nomination by petition requirements set forth Article IV, Section 2 of the Bylaws, as long as the prospective nominee making the request for inclusion as a nominee otherwise meets all of the

Feb. 5. 2004 5:35PM

No.0767 P. 5

eligibility requirements for serving as a director as set forth in Article V, Section 3 of the Bylaws.

2.3 If there is a contest for filling any director position, the Annual Meeting, including the election of directors at such meeting, will be conducted in accordance with the following procedures:

2.3.1 Columbia will engage an independent vote tabulator to receive and count votes cast by secret ballot mailed or otherwise furnished to members.

2.3.2 In order to assure that the legitimate interests of the entire Membership are protected consistent with governing parliamentary procedures, Columbia will engage, at its own expense, an independent parliamentarian to preside over the entire Annual Meeting, the business of which shall be limited to issues (including election of directors) disclosed in the Notice of Meeting. The parliamentarian will conduct the meeting in accordance with the Bylaws of Columbia. This person will be chosen by Columbia from a list of three experienced candidates to be identified by DFI.

2.4 Equal dignity shall be given by Columbia to the process by which all nominees, in connection with the Annual Meeting, are considered by the Membership, which shall include the following safeguards:

2.4.1 If there is a contest for filling any director position, then each contestant will be provided an opportunity equivalent to that provided the incumbent to present a biographical statement (hereinafter, "Biographical Statement") to appear on the ballot;

Feb. 5. 2004 5:35PM

No. 0767 P. 6

2.4.2 Each contestant will be provided an opportunity to submit to Columbia a statement in support of his/her candidacy (hereinafter, "Supporting Statement"), not to exceed 500 words, to be mailed to the members as an insert with the ballots;

2.4.3 The Biographical Statement and Supporting Statement must be delivered to Columbia in accordance with its schedule and other specifications to be established by Columbia that shall be reasonable;

2.4.4 Equal presentation, including look and feel, shall be given to the Biographical Statement and Supporting Statement of each nominee;

2.4.5 Except for Campaign Materials as defined in subparagraph 2.4.6 below, all written materials distributed directly to the Membership, prior to the 2004 Annual Meeting and which concern such meeting, shall be limited to the Notice of Meeting, the Biographical Statements, the Supporting Statements and the Ballot (listing the contestants in alphabetical order), and said written materials shall be mailed to the Membership no later than March 26, 2004; and

2.4.6 Campaign materials other than the documents identified in subparagraph 2.4.5 (hereinafter, "Campaign Materials") may be submitted by each contestant as long as all Campaign Materials are received by Columbia no later than March 15, 2004. Columbia shall mail to the Membership any and all Campaign Materials no later than April 12, 2004. Each contestant is limited to one submission of Campaign Materials that shall not exceed two (2) pages in length (8 1/2 x 11 size paper) and is delivered to Columbia in accordance with specifications to be established by Columbia

Feb. 5. 2004 5:36PM

No. 0767 P. 7

that shall be reasonable.

2.5. Columbia agrees to restore its Bylaws to their status as of November 2003 and to not amend the Bylaws until after the Columbia Annual Meeting in 2005 or conversion of Columbia to another form of charter, whichever occurs first, unless any amendment is first approved by DFI. Any amendment submitted to DFI shall be deemed approved if not disapproved within 10 business days of receipt. Columbia agrees to make its Bylaws reasonably available to members who request a copy.

3.0 This Agreement is a resolution of a dispute in which each party denies, questions or disputes the position of the other party with respect to the Petition. However, the parties are entering into this Agreement in order to promote fairness in corporate governance for the benefit of all the Columbia Membership, while also avoiding the cost, expense, delay, and uncertainty associated with attempting to resolve the dispute in another manner. In the event of an allegation of breach of this agreement by a party, then each party reserves all of its rights, remedies, privileges and defenses with respect to the breach.

4.0 This agreement may be executed in counterparts and becomes effective and binding on the date of the last signature.

WASHINGTON STATE DEPARTMENT OF
FINANCIAL INSTITUTIONS
DIVISION OF CREDIT UNIONS

By: Linda K. Jekel

Linda K. Jekel, Director of Credit Unions

Date: 2/6/04

COLUMBIA COMMUNITY CREDIT UNION

By: Karen Martel

Karen Martel, Chair

Date: 2-5-04

AGREEMENT

THIS AGREEMENT (hereinafter, "Agreement") is entered into as of February 23, 2004, by and between THE WASHINGTON STATE DEPARTMENT OF FINANCIAL INSTITUTIONS (hereinafter, "DFI") and COLUMBIA COMMUNITY CREDIT UNION, a Washington state credit union regulated by the DFI's Division of Credit Unions pursuant to RCW Chapter 31.12 (hereinafter, "Columbia").

RECITALS

A. DFI and Columbia have entered into a Settlement Agreement dated February 5, 2004. Pursuant to paragraph 1.3 of this Settlement Agreement, Columbia is to submit to DFI a definition of who is entitled to vote in connection with the 2004 Annual Meeting of Columbia (the "2004 Annual Meeting"), and DFI is to approve or disapprove this definition.

B. On February 13, 2004, Columbia submitted to DFI a proposed definition of who would be entitled to vote at the 2004 Annual Meeting. This definition was that only "members" determined in accordance with Columbia's longstanding membership criteria and procedures would be eligible to vote at the 2004 Annual Meeting.

C. DFI has expressed concerns over the exclusion of certain "joint owners" from voting at the 2004 Annual Meeting. In DFI's view, certain joint owners may have some reason to believe that they had applied for membership in Columbia. Columbia disagrees and believes that these joint owners could not reasonably believe that they are "members" of Columbia.

D. Based on the foregoing, DFI has recommended to Columbia that Columbia's Board of Directors ("Board") declare joint owners as well as members eligible to

vote at the 2004 Annual Meeting. Based on this recommendation, and in light of the importance of the 2004 Annual Meeting to Columbia's future, Columbia's Board is agreeable to exercising its authority under Article IV, Section 3, of Columbia's Bylaws to declare joint owners as well as members eligible to vote at the 2004 Annual Meeting, based on the understandings and agreements set forth hereinbelow. DFI has stated that if the Board takes this action, DFI will approve the action pursuant to paragraph 1.3 of the Settlement Agreement.

AGREEMENT

1. By entering into this Agreement, Columbia agrees that its Board shall exercise its authority under Article IV, Section 3, of Columbia's Bylaws to declare joint owners, in addition to persons who are eligible members based on Columbia's records, eligible to vote at the 2004 Annual Meeting only. This Agreement shall be evidence of this exercise of authority by Columbia's Board. This action by Columbia's Board is not intended to and shall not be construed as implying or creating other "membership" rights in joint owners, either (a) in connection with past or future votes (other than at the 2004 Annual Meeting), or (b) in connection with other operational issues such as borrowing from Columbia. In addition, this action shall not be construed to mean that any person would have more than one vote. For example, a person who is a "member" with respect to one account, and a "joint owner" with respect to another account, would have only one vote. Furthermore, joint owners would be subject to the same limitations as members with respect to voting eligibility. For example, no person less than 18 years of age would be eligible to vote.

2. Pursuant to paragraph 1.3 of the Settlement Agreement, DFI hereby approves the action by Columbia's Board set forth above in paragraph 1. DFI's approval shall not be construed to mean that joint owners of Columbia accounts would be deemed to be

"members" of Columbia for any other purpose, including but not limited to any past or future vote (other than at the 2004 Annual Meeting), or eligibility to borrow from Columbia.

3. The parties recognize that there are a number of practical issues relating to the vote at the 2004 Annual Meeting that arise from the fact that Columbia has only limited information in its records about the joint owners. For example, Columbia has only one address per account in its records, and would not have a record of the address of the joint owner if it is different from the address of the "member" for the account. Furthermore, Columbia does not have a record of age information relating to joint owners. Columbia and DFI will work together diligently and cooperatively to come up with understandings as to reasonable methods of communicating with eligible voters about the vote at the 2004 Annual Meeting and processing the votes of eligible voters, and these understandings will be reduced to writing in a separate memorandum agreement. These methods shall not require Columbia to seek further address information relating to joint owners in connection with the 2004 Annual Meeting, or to mail materials to joint owners at any other address than the address for the "member" for the account in Columbia's records (or such subsequent address for the "member" as Columbia may receive in a timely fashion through its normal change of address procedures).

4. Columbia will continue to apply its existing membership criteria and procedures for all other purposes than voting at the 2004 Annual Meeting.

5. After the 2004 Annual Meeting, Columbia shall send a mailing to joint owners (a) informing them that they are not currently "members" of Columbia because they have not been reviewed for eligibility within Columbia's field of membership and have not purchased a share in Columbia; (b) informing them that Columbia will consider them for membership in accordance with its usual procedures if they apply for membership, provide necessary

information for Columbia to evaluate their eligibility within Columbia's field of membership and information (such as address and tax identification number information) necessary for Columbia to communicate with them and tax and regulatory authorities about their accounts, and agree to purchase a share in Columbia if accepted for membership; and (c) enclosing a form they could fill out and send back to Columbia for the purpose of applying for membership. Each joint owner who fills out and returns this form would be processed as an applicant for membership in accordance with Columbia's usual procedures.

6. DFI agrees that if Columbia chooses to do so, Columbia may explain its decision to allow joint owners to vote at the 2004 Annual Meeting as being based on the recommendation of DFI, and DFI would not disagree with this explanation. DFI shall take no regulatory action against Columbia, nor shall DFI criticize Columbia in the media or otherwise, based on Columbia's allowing joint owners to vote at the 2004 Annual Meeting, but not otherwise treating joint owners as "members" of Columbia. DFI shall not question the results of any past election of Columbia in which joint owners were not allowed to vote (other than the prior election relating to conversion to a mutual savings bank).

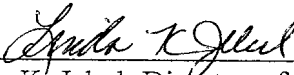
7. Nothing in this Agreement shall be construed as an admission by Columbia that its joint owners are "members" of Columbia for any purpose.

8. This Agreement is entered into for the purpose of implementing paragraph 1.3 of the Settlement Agreement, which was entered into as a resolution of a dispute between the parties. The parties continue to disagree regarding certain issues relating to the reasonable expectations of joint owners of Columbia, but are in agreement as set forth herein that this Agreement is being entered into to promote fairness in corporate governance for the benefit of Columbia and its members and joint owners, while also avoiding the cost, expense, delay, and

uncertainty associated with attempting to resolve the dispute in another manner. In the event of an allegation of breach of this Agreement by a party, then each party reserves all of its rights, remedies, privileges, and defenses with respect to the breach.

9. This Agreement may be executed in counterparts, and becomes effective and binding on the date of the last signature.

WASHINGTON STATE DEPARTMENT
OF FINANCIAL INSTITUTIONS
DIVISION OF CREDIT UNIONS

By: 
Linda K. Jekel, Director of Credit Unions

Date: 2/23/04

COLUMBIA COMMUNITY CREDIT UNION

By: 
Karen Martel, Chair

Date: 2.23.04

MEMORANDUM AGREEMENT

THIS MEMORANDUM AGREEMENT (hereinafter, "Agreement") is entered into as of February 24, 2004, by and between THE WASHINGTON STATE DEPARTMENT OF FINANCIAL INSTITUTIONS (hereinafter, "DFI") and COLUMBIA COMMUNITY CREDIT UNION, a Washington state credit union regulated by the DFI's Division of Credit Unions pursuant to RCW Chapter 31.12 (hereinafter, "Columbia").

RECITALS

A. DFI and Columbia have entered into a Settlement Agreement dated February 5, 2004. Pursuant to paragraph 1.3 of this Settlement Agreement, Columbia is to submit to DFI a definition of who is entitled to vote in connection with the 2004 Annual Meeting of Columbia (the "2004 Annual Meeting"), and DFI is to approve or disapprove this definition.

B. On February 23, 2004, Columbia and DFI entered into a further agreement pursuant to the Settlement Agreement that provides for the parties to enter into this memorandum agreement regarding communicating with eligible voters about the vote at the 2004 Annual Meeting and processing of the votes of eligible voters ("Further Agreement").

MEMORANDUM AGREEMENT

1. Attached as Exhibit A is a resolution of certain practical issues respecting the mailing of ballots and other matters associated with implementation of the Settlement Agreement.

2. This Memorandum Agreement is entered into for the purpose of further implementing paragraph 1.3 of the Settlement Agreement, which was entered into as a resolution of a dispute between the parties. The parties continue to disagree regarding certain issues

relating to the reasonable expectations of joint owners of Columbia, but are in agreement as set forth herein that this Memorandum Agreement is being entered into to promote fairness in corporate governance for the benefit of Columbia and its members and joint owners, while also avoiding the cost, expense, delay, and uncertainty associated with attempting to resolve the dispute in another manner. This Memorandum Agreement supplements the Settlement Agreement and the Further Agreement

3. This Agreement may be executed in counterparts, and becomes effective and binding on the date of the last signature.

WASHINGTON STATE DEPARTMENT
OF FINANCIAL INSTITUTIONS
DIVISION OF CREDIT UNIONS

By: Linda K. Jekel
Linda K. Jekel, Director of Credit Unions

Date: 2/24/04

COLUMBIA COMMUNITY CREDIT UNION

By: David E. Doss
David E Doss, President/CEO

Date: 2/24/04

EXHIBIT A**RESOLUTION OF VOTING CONCERNS**

1. **We require an ownership share of \$5 in the savings account at all times—What about balances that have fallen below \$5? Do they get a vote? What if balance is \$5 or more in secondary service, such as in checking?**

The primary share account must have a minimum of \$5 in it to qualify either the member or any joint owner of the account to vote at the 2004 Annual Meeting. Secondary accounts do not have to maintain a minimum balance. Columbia Credit Union's report of eligible votes is run as of the record date, which has been agreed to be February 14, 2004. Accounts with less than \$5 are to be excluded.

2. **Columbia has up to six joint accountholders on an account, are they all eligible to vote?**

All joint owners will be eligible to vote at the 2004 Annual Meeting. However, there is only one vote per person, and persons under age 18 will not be eligible to vote. There will be a certification of the voter's being at least 18 years old on the ballot.

3. **Are business accounts eligible voters? What about multiple signers listed on business accounts—some signers are "owners", some signers have no interest in the business. Do they get a vote and who?**

Organizational/business accounts may have one vote, which shall be cast by a signer designated in writing by the organization. The ballot will include a certification that persons signing on behalf of an organization have been so designated and have the authority to sign. Each unique qualifying social security number/Tax Identification Number (TIN) will receive a ballot.

4. **Account/Business account validation. If an individual or joint has a personal account and a business account with the same Tax ID number, do they get one or two votes? What if an individual or joint has a personal account and a business account with separate Tax ID numbers; do they get one or two votes?**

If the personal and business accounts have the same tax identification number on them, there will be only one vote allowed. The newest qualifying account will be used.

5. Individuals or joints who have caused a loss, but have not yet been expelled; do they get a vote? (Bankruptcy/Charge-off)

Accounts that have caused a loss to Columbia will be excluded from voting. However, accounts that are merely delinquent or overdrawn will be allowed to vote.

Account(s) with the following member codes are excluded:

Member Code	Reason
18	Account closed by CCU
19	Risk Management Use
20	Expelled
21	Services Terminated

The risk management code is for those accounts in the process of being closed or are closed for fraud, forgery, or identity theft that has taken place. Those members usually re-open another account.

6. Multiple accounts by one person—each account has a different address, which address do we use?

Columbia will use the newest account number to determine the address for mailing

7. Multiple voters at one address—Do we mail one pamphlet/one ballot per voter per envelope or mail multiple pamphlets/multiple ballots in one envelope to same address?

Columbia will be permitted to choose between two alternatives. The first and preferred alternative, which will be chosen if the mail house can accommodate it, will be to mail all ballots for the account in a single envelope with one set of election materials. However, if the mail house cannot accommodate this preferred alternative, separate envelopes each containing a set of election materials and a ballot will be mailed to the same address (the member's address in Columbia's records), with a separate envelope for each voter on the account.

8. We receive notice that an individual has passed away, but the account is still open. Does a ballot go out?

DFI approves Columbia's request to exclude accounts on which the member has passed away. No ballot will be mailed on such accounts.

9. Dormant accounts—Still receive a vote? Do we mail a ballot?

Ballots will be mailed with respect to dormant accounts. (However, it is anticipated that there may be many bad addresses in this group.)

10. Trust Accounts with multiple Trustees, who and how many votes?

One vote per trust account will be allowed assuming that they have not already voted in another capacity. The ballot should include an appropriate certification that persons signing as trustees are authorized to do so and have not voted in another capacity.

11. Power of Attorney accounts, who and how many votes?

Persons with a power of attorney may vote on behalf of the member if the member does not separately vote. The ballot should include an appropriate certification that persons signing in a representative capacity are authorized to do so and that the persons they represent have not voted.

12. No Mail/Bad Address accounts—What should we do with the returned ballots?

On ballots returned as undeliverable, DFI requested that Columbia conduct a one time review, approximately halfway through the approximately 45-day period between the mailing date and the election date, to see whether Columbia has received changes of address on the accounts for which the ballots have been returned. If a change of address has been submitted for an account when Columbia conducts this check, Columbia will mail a new ballot or ballots relating to the account to the new address.

13. An account has been opened but final documentation is still pending or the opening deposit has not yet been made—do they get a vote?

DFI approved letting this group of accounts (ones in the process of being opened) have a vote, whether or not the \$5 share had yet been paid into the account. This will apply to accounts opened between February 1, 2004 and February 14, 2004. Any account opened prior to February 1, 2004 resolution number 1 will apply.

14. An account has zero assets/zero liabilities, but the account has not yet been flagged closed—do they get a vote?

DFI approved Columbia's proposed procedure of not sending a ballot with respect to accounts that had zero assets and liabilities as of the record date. (However, this procedure does not include accounts that are in the process of being opened. The rule for those accounts is addressed immediately above.)

- 15. We have one main address on each account. What address do we use to mail joint signers ballots if required?**

Columbia will send all the ballots for the account to the primary address for the account.

- 16. An account is closed after the date of record but before the ballots are mailed. Do they get a vote?**

No ballot will be mailed with respect to accounts that are closed after the record date but before the ballots are mailed, to the extent Columbia is able to identify such accounts.

- 17. A joint account holder does not have a social security number on the system. Do they get a vote and how should we track it?**

No ballot will be mailed if a joint account holder does not have a social security number on the system. However, if a joint account holder contacts the credit union requesting a ballot, the credit union will validate that this is their one opportunity to vote and instruct the election teller to send a ballot.